

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND
Baltimore Division

ALBERT SNYDER,	:	
	:	
Plaintiff	:	Civ. No. 1:06-cv-01389-RDB
	:	
FRED PHELPS, et al,	:	
	:	
Defendant.	:	

**DEFENDANT FRED W. PHELPS'S AND WESTBORO BAPTIST CHURCH'S MOTION
TO CONTINUE SETTLEMENT CONFERENCE, AND TO FOREGO A SETTLEMENT
CONFERENCE IF AN AVAILABLE DATE CANNOT BE SCHEDULED**

Defendants Fred W. Phelps, Sr. ("Phelps") and Westboro Baptist Church, Inc. ("Westboro" or "WBC") (collectively, "Defendants"), respectfully reply as follows to Plaintiff's Motion to continue the settlement conference date, and move to forego a settlement conference if a mutually available date cannot be scheduled:

1. Defendants consent and move to reschedule the September 13, 2007, mediation date, which was set by the Court. Undersigned counsel is not available September 13, when he will be observing Rosh Hashanah, one of the two holiest days in the Jewish calendar, when observant Jews do not work and when undersigned counsel's law firm will be closed entirely, as a result.

2. On September 10, 2007, Plaintiff's counsel informed undersigned counsel and the *pro se* defendants that the Court is

not available for a settlement conference on the parties' mutually available dates proposed in Plaintiff's Motion.

Plaintiff's counsel indicated that October 2 was suggested from the Court. However, said date is unavailable to undersigned counsel, as it conflicts with the first day of a two to four-day jury trial in *Maryland v. Rinfrow*, Prince George's County, Maryland, Circuit Court Crim. No. CT071385X.

3. To date, the only other date available to all Defendants and the *pro se* defendants is September 17, 2007. Plaintiff's counsel did not submit said date to the Court, which means that Plaintiff is the only party not available on said date.

4. As much as Defendants would like to engage in a settlement conference, if a mutually available settlement conference date is not available to the Court and all parties, Defendants respectfully move to forego a settlement conference.

5. On September 11, 2007, undersigned counsel left a voice mail to Plaintiff's counsel Sean Summers -- when he was not available by phone -- informing him of undersigned counsel's intention to notify the Court of Defendants' available settlement conference dates, and to request that no settlement conference be held if a mutually available date could not be

reached. As of the filing of this Motion, undersigned counsel awaits a reply from Plaintiff's counsel.

WHEREFORE, Defendants respectfully move to strike the September 13 settlement conference date, to set a new settlement conference date available to all parties, and to remove this civil action from mediation if a mutually available settlement conference date can not be reached.

Respectfully submitted,

_____/s/_____
Jonathan L. Katz
D.Md. Bar No. 07007
1400 Spring St., Suite 410
Silver Spring, MD 20910
Ph: (301) 495-4300
Fax: (301) 495-8815
jon@markskatz.com

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing document was served by the CM/ECF filing system to all following counsel of record, and by first class mail to the *pro se* parties by first-class mail, postage-prepaid, on September 11, 2007, to:

Sean E. Summers, Esq.
Paul W. Minnich, Esq.
Craig Tod Trebilcock, Esq.

Becky Phelps-Davis
1216 Cambridge
Topeka, KS 66604

Shirley Phelps-Roper
3640 Churchill Road
Topeka, KS 66604

____/s/_____
Jonathan L. Katz